

STATE HIGHWAY ADMINISTRATION
Invitation for Bids (IFB)
Contracts Less Than \$ 50,000

PROJECT: Parkhead Trailer Weekly Septic System Waste Extraction & Refill of Water Contract including Equipment Maintenance

CONTRACT NO. Park2023

ADVERTISEMENT DATE: July 27, 2023

BID DUE DATE / TIME: August 17, 2023 at 2:00 P.M. local time

BID LOCATION: Maryland Department of Transportation
State Highway Administration
7450 Traffic Drive, Building #4
Hanover, MD 21076

I. SUMMARY STATEMENT

The Maryland State Highway Administration is soliciting bids for a contractor to provide non-potable water and removal of waste from an existing septic system on a weekly basis. The site for this contract is at the SHA Parkhead facility located at 9500 National Pike, Big Pool, Maryland in Washington County. The contractor shall also provide maintenance of the existing septic system on an as needed basis.

II. ISSUING OFFICE and PROCUREMENT OFFICER

Maryland Department of Transportation
State Highway Administration
7450 Traffic Drive, Building #4
Hanover, MD 21076

The sole point of contact for purposes of this IFB is the Procurement Officer Carlos Fulgencio. The Procurement Officer may be contacted at telephone number 443-572-5109 between 7:00 A.M. and 3:30 P.M. or by FAX 410-787-0463. NOTE: The vendor is solely responsible for ensuring any information sent to the Procurement Officer by FAX has been received by the Procurement Officer.

III. BID DUE DATE

The Bids must be received by the Procurement Officer or their designee, Heather Brown, at the State Highway Administration offices located at 7450 Traffic Drive, Building #4, L148, Procurement Office, Hanover, MD 21076 on or before August 17, 2023, 2:00 P.M. local time.

Bids shall be opened publicly at the time, date and location designated above.

Vendors are responsible for assuring that their bids are delivered to the specified location before the deadline for receipt of bids, including those delivered by U.S. Postal Service.

Oral, fax, telegraphic, mailgram or E-mail bids will not be accepted.

Bids, requests for withdraws, and modifications not received by the time and at the place indicated are late and may only be considered in accordance with COMAR 21.05.02.10.

IV. PRE-BID CONFERENCE

No pre-bid conference will be held.

V. DURATION OF BID OFFER

Prices submitted in response to this solicitation are irrevocable for ninety (90) days following the due date. The Procurement Officer may, however, request vendors to extend the time during which the State may accept their bids. Once a bid is accepted, all prices, terms, and conditions shall remain unchanged throughout the contract period.

VI. PROCUREMENT METHOD

This solicitation shall be conducted in accordance with COMAR 21.05.07 – Small Procurement Regulations (\$50,000 or Less).

VII. TERMS and CONDITIONS

- A. Termination for Nonappropriation. If funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, this Contract shall be terminated automatically as of the beginning of the fiscal year for which funds are not available. The Contractor may not recover anticipatory profits or costs incurred after termination.
- B. Maryland Law Prevails. The law of Maryland shall govern the interpretation and enforcement of this Contract.
- C. Disputes. Disputes arising under this Contract shall be governed by State Finance and Procurement Article, Title 15, Subtitle 2, Part III, Annotated Code of Maryland, and by COMAR 21.10 Administrative and Civil Remedies. Pending resolution of a dispute, the Contractor shall continue to perform this Contract, as directed by the Procurement Officer.
- D. Changes. This contract may be amended only with the written consent of both parties. Amendments may not change significantly the scope of the Contract (including the Contract price).
- E. Termination for Default. If the Contractor does not fulfill obligations under this Contract or violates any provision of this Contract, the State may terminate the Contract by giving the Contractor written notice of termination. Termination under this paragraph does not relieve the Contractor from liability for any damages caused to the State. Termination hereunder, including the determination

of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

- F. Nondiscrimination. The Contractor shall comply with the nondiscrimination provisions of federal and Maryland law.
- G. Anti-Bribery. The Contractor certifies that, to the Contractor's best knowledge, neither the Contractor; nor (if the Contractor is a corporation or partnership) any of its officers, directors, or partners; nor any employee of the Contractor who is directly involved in obtaining contracts with the State or with any county, city, or other subdivision of the State, has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the United States.
- H. Termination for Convenience. The State may terminate this Contract, in whole or in part, without showing cause upon prior written notice to the Contractor specifying the extent and the effective date of the termination. The State shall pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Contractor may not be reimbursed for any anticipatory profits which have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12A(2).

VIII. SCOPE OF CONTRACTOR SERVICES

The contractor shall be responsible, but not limited to the following:

- Maryland State Highway Administration is soliciting bids for a Spot-a-Pot company to provide weekly delivery of non-potable water and removal of waste at the State Highway Administration Parkhead facility located at 9500 National Pike Parkhead, Maryland, Washington County. In addition, the contractor shall provide maintenance service for the existing equipment on an as needed basis. The office trailer provides Office space for five full-time employees and several field staff daily. The contractor shall provide, but not be limited to the following:
- The contractor shall provide weekly removal of waste from a 325-350-gallon septic tank.
- The contractor shall provide a weekly fill up of non-potable water to fill a 275-gallon water tank.
- The contractor shall provide maintenance services as needed to the existing overflow alarm for the septic tank. Note: the alarm has a visual and audio alert.
- The contractor shall provide maintenance service as

needed to the heating element in the water tank to prevent the water temperature from dropping below 45 degrees Fahrenheit.

- The contractor shall provide maintenance service for an on-demand water pump that services the office trailer. The office trailer has one restroom facility and a kitchen sink.
- The contractor shall provide complete maintenance to the septic and water system including replacement of the heat-tape to all water lines from the water tank to the trailer hook-up should it be necessary.
- The contractor shall provide for the existing septic system all materials, parts, and labor as required to keep the septic system operational.
- Repairs shall be done within a 48-hour period from initial request.
- Work hours for this project are between 7:30 a.m. and 4:00 p.m. weekdays excluding observed holidays.

A. Payment

Subject to the performance of the work and its acceptance by the SHA, successful respondent may invoice the SHA for all appropriate charges for services performed within thirty (30) days after completion of the approved work. All such charges shall be derived in accordance with the prices originally quoted on the Contract Bid Form, attached hereto and made a part hereof. In the event that successful respondent is not in default of any of the contract terms and conditions, then SHA shall cause said invoice to be timely paid.

Invoices must contain the complete company name, address, telephone number, contact person, F.E.I.N. (Federal Employment Identification Number), and SHA contract number for this contract and a unique invoice number. Invoice shall contain details of services and include copies of the signed delivery tickets that apply. Failure to do so may result in delay of payment. Invoices held for verification, missing information, or returned for corrective re-submittal shall not be subject to late fees.

Invoices shall be sent to the following address:

State Highway Administration
7450 Traffic Drive Building #4
Hanover, MD 21076
Attention: Christopher Duffy

Note: The State Highway Administration is exempt from Maryland Sales and Use Taxes by Exemption Certificate Number 3000256-3 and from Federal Excise Taxes by Exemption Number 52-73-0358K. Do not include tax.

IX. LIABILITY:

The Contractor must be covered by a sufficient amount of liability insurance. The Contractor shall provide this Administration with proof of liability insurance and coverage before the contract is awarded.

X. BID CONTENT

The bidder shall submit an original Contract Bid Form for this Project. The bid shall be submitted on Attachment No. I. Attachment No. I is **not to be altered in any way** and is to contain only the price or prices stipulated on the form.

Bid submissions must be:

- Submitted in a sealed envelope.
- Addressed to Carlos Fulgencio, 7450 Traffic Drive Building #4, Hanover, MD 21076.
- Clearly marked with the full name and address of the bidder.
- Clearly marked with the contents of the envelope (i.e., "Bid Submission - Contract No. Park2023

XI. OPENING of BIDS

Bids will be opened publicly in accordance with the provisions in COMAR 21.05.02.11 on the date and time specified in Section III of this IFB.

XII. DURATION OF THE CONTRACT/PROJECT

The duration / term of the contract is 36 months.

XIII. ATTACHMENTS

CONTRACT BID FORM – ATTACHMENT - I

This form is to be completed in its entirety, is not to be altered in any way and is to contain only the price or prices stipulated on the form.

State Highway Administration IFB No.:

Park2023

Vendor Name:

Date of Bid:

Column A	Column B	Column C	Column D
Item / Description	Quantity (See Note a)	Vendor's Bid per Unit	Total Cost (\$) (Column B x C)
Agree to maintain in good working condition, repair and replacement of the over-flow alarm system, heating element, heat tape on all water lines from the water tank to the trailer hook up, filter changes as needed, replace male adapters and dust caps as required, replace extension cord and water pump as needed. Bid must include the cost for all materials, parts, labor, transportation and shipping fees. Technician on call at location within 48 hours of notice.	(3) Three years Bid to cover all charges for the repair and replacement of items listed such as parts, materials, and labor used for the repair of the current system owned by the State Highway Administration		
Weekly removal of the waste and weekly fill up of water tank using non-potable water for Big Pool trailer. This bid includes fees for service, equipment, transportation, and driver fees provided.	156 weeks		
On demand pumping for unscheduled emergency situations within 24 hours of notice.	12 on demand services for emergencies		
TOTAL BID AMOUNT (Sum of Column D) (See Note b)			

NOTE:

- a) Quantities are estimated and used for bid evaluation only. They may not represent the actual quantities experienced once the contract is awarded.
- b) If the "Total Bid Amount" results in a total that exceeds \$50,000, the contract written with the low bidder will be written as "not to exceed \$50,000" using the unit prices established in Column C.
- c) SHA, is exempt from Maryland Sales and Use Taxes by Exemption Certificate Number 3000256-3 and from Federal Excise Taxes by Exemption Number 52-73-0358K. Do not include tax in bid prices

FOR THE CONTRACTOR:

Signature/Date:

Print Name:

Title:

Federal Tax I.D. Number:

Phone Number:
